

COMBINED SYNOPSIS/SOLICITATION

This notice is being posted as an avenue to provide Request for Quotes, **W912HN-17-Q-0005**. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information in this notice. **THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; QUOTES ARE BEING REQUESTED AND A WRITTEN SOLICITATION WILL NOT BE ISSUED.** This will be a 100% Small Business set-aside procurement. The solicitation number is **W912HN-17-Q-0005**, and the solicitation is issued as a Request for Quote (RFQ). The NAICS code is **721211** with a small business size standard of **\$7.5M**. This solicitation document incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-91.

PARTIES INTERESTED IN RESPONDING TO THIS RFQ may submit their Quote in accordance with standard commercial practice (i.e. Quote form, letterhead, etc.) and **MUST INCLUDE THE FOLLOWING INFORMATION:** Solicitation number; offeror's complete mailing and remittance addresses; discount terms, DUNS number, and Tax Identification Number. Any questions regarding this solicitation **MUST** be submitted in writing by email to the point of contact below. Any prospective awardee shall be registered and active in the SAM database prior to any award of a contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.acquisition.gov> or by calling 866-606-8220. **QUOTES ARE DUE NOT LATER THAN 11:00AM, EASTERN TIME, 28 NOVEMBER 2016.** PLEASE SUBMIT QUOTES ELECTRONICALLY BY EMAIL to the attention of the Contract Specialist, Mr. Matthew Schoewe, matthew.m.schoewe@usace.army.mil.

The completed Offeror Representations and Certifications-Commercial Items (FAR 52.212-3) or Notation that company is registered in SAM (<https://www.sam.gov>) must be submitted along with each Quote.

The Government reserves the right to cancel this solicitation.

DESCRIPTION OF SERVICES

This effort consists of Park Attendant services at two (2) Hartwell Campground locations including Springfield (Anderson, SC) and Watsadler (Hartwell, GA). Each location will be awarded as a separate contract and will include a one (1) base year.

REQUEST FOR QUOTE (RFQ) INSTRUCTIONS
W912HN-17-Q-0005
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT
2017 PARK ATTENDANT INFORMATION FOR
HARTWELL LAKE

Enclosed is one copy of the *Request for Quote* submittal which covers Park Attendant services for Watsadler Campground and Springfield Campground at Hartwell Lake, Georgia (physical location of Springfield is South Carolina).

PARK ATTENDANT CONTRACTS:

1. All Quote submittals must include the following items:
 - a. Resume: for both offerors
 - b. Attachment 1: Contractor Information Sheet
 - c. Contractor Quote Sheet: Quotes must be in whole dollar amounts. Quotes must **ONLY** be entered for each Park Attendant position in which you are interested.
 - d. Past Performance Documentation. Provide copies of your last two performance evaluations, reference letters, audits, etc. from your last two duty locations. If no previous duty locations, provide letters of reference stating your ability to perform duties of a park attendant.
 - e. Driver's License. Photocopy front and back for each offeror.
 - f. Colored photograph of camping unit and vehicle(s).
2. Offerors are required to meet the criteria listed in the Profile of an Effective Park Attendant. Prospective offerors should pay close attention to TP-T-2.0 Scope of Work: Park Attendant; especially to items such as hours of operations, items Government will provide/not provide, campsite & utility services, size requirements of recreational vehicle/camper & other general requirements. In addition, Park Attendants should carefully read all specifications contained in the entire contract, as well as all additional clauses.
3. Please furnish a telephone number where you can be reached during the period of *November 2016 – January 2017*. If attempts to reach you are unsuccessful, you may not receive a contract award for this Park Attendant contractor cycle.
4. The government will only award one (1) Park Attendant position to offeror.
5. The following requirements **MUST BE MET BY ALL** prospective offerors (inability to provide any of the following items may be grounds for disqualification).
 - a) **Two (2) adults** (21 years of age or older) are required for campground Park Attendant. A photocopy of each driver's license or other identification must be included in quote submittal.

- b) Each prospective park attendant contractor (PAC) must be a legal resident of the United States and provide a legal form of identification.
 - c) **Presentable, factory-built, self-contained camping unit** and an acceptable mode of transportation for tours of the campground approved by the Hartwell Lake Campground Program Manager or the Recreation Natural Resource Program Manager. A colored picture of RV and vehicle must be provided with quote submittal.
 - d) Offerors should provide documentation and/or certification of their **experience with computer software applications**, or documented training courses in “Introduction to Computers”; Windows XP, Microsoft Office and/or prior National Recreation Reservation Service (NRRS) experience is preferred. Documentation of training should be included with quote submittal or on resume (See Attachment 1: Contractor Information Sheet).
 - e) **Statement from physician** stating that both individuals can perform duties as specified in the contract (Government will NOT reimburse cost). *Physician’s statements should be submitted after receipt of award; no later than the day of the pre-work orientation/training. Please submit to matthew.m.schoewe@usace.army.mil*
 - f) **Background check.** Each Park Attendant contractor must undergo a Federal Investigative Background Check (conducted by agency) and obtain clearance to perform the necessary duties required by the position.
 - g) **Proof of bond for both persons** working contract, as required for receiving & depositing of fees. Bond must be no less than \$5000.00 per year. Include names of both people working the contract. Proof of bond(s) must be provided no later than the day of pre-work orientation/training. Inability to obtain a bond will be grounds for disqualification. The contractor is required to furnish to the Contracting Officer original proof of such a bond (see TP-T-1.5.2).
 - h) **Proof of vehicle insurance.** Attendants are to provide a copy of their vehicle insurance on the vehicle/s (including all motorized vehicles such as golf carts) that will be used in the park, while on duty. This must be submitted no later than the day of pre-work orientation/training.
6. Prospective offerors are urged to inspect the campground(s) they are providing a quote on before submitting a quote submittal, in order to become familiar with the size & required dates. Offerors may contact the Hartwell Dam & Lake Campground Program Manager, Tanya Grant at 706-856-0300 ext. 323 or the Recreation Natural Resource Program Manager, Scott Kelley, ext. 386, for any additional information about the campground or job requirements.
7. Offerors are required to meet the criteria listed in the Profile of an Effective Park Attendant.

CONTRACTOR INFORMATION SHEET

THIS SHEET MUST BE COMPLETED and RETURNED WITH YOUR QUOTE SUBMITTAL

PRIMARY CONTRACTOR (person #1) – Person Listed in www.SAM.gov (all fields required)

NAME: _____

Cage Code: _____ SSN: _____

Phone Number(s): _____ Years' Experience: _____

Email: _____ Age: _____

Health (circle one): Excellent Good Under Dr. Care Need Assistance Poor

PARTNER (person #2) (All fields required)

Name: _____ Years' Experience: _____

Email: _____ Age: _____

Health (circle one): Excellent Good Under Dr. Care Need Assistance Poor

NOTE: A signed statement from your physician regarding your current state of health must be provided prior to training stating that both individuals can perform duties as specified in the contract.

PRIVACY ACT STATEMENT

AUTHORITY: 26 U.S.C. §6041, §6041A, and §6050M; 26 U.S.C. §6109; 31 U.S.C. §7701(c) and §3325(d); 48 CFR, Part 4 (FAR 4.904); 48 CFR, Part 52 (FAR 52.204-3).

PRINCIPAL PURPOSE(S): To obtain a Park Gate Attendant Contractor's TIN/Social Security Number and other personal information required by the above referenced authorities to allow reporting by the Federal Government of payments made to said Contractor within the line and scope of his/her contract as a Park Gate Attendant at one of the United States Army Corps of Engineers (USACE), Savannah District projects. Savannah District asks for such information to be submitted via the herein Contractor Information Sheet as part of a quote package in response to a solicitation for Park Gate Attendant Services.

ROUTINE USE(S): This Form and the information contained herein will be disclosed as generally permitted under 5 U.S.C. 552a (b), the *Privacy Act*, and specifically will be disclosed to those Federal Government agencies/entities requiring said information for Government purposes; i.e. the Internal

Revenue Service, the Finance Center for the USACE located in Millington, Tennessee, Contracting Officers and Representatives assigned to said Contract, and employees of the individual Project(s) where the Contractor is chosen to work. Information contained in this Form will be protected pursuant to the *Privacy Act*, and within the USACE, will only be disclosed to those persons having the authority within the scope of their employment/positions to collect and utilize said information.

DISCLOSURE: Disclosure of the information requested in this form by the Contractor is voluntary. However, failure to provide all the requested information will hinder and/or delay evaluation of the quote package, and may result in award of said Contract to another Contractor.

FALSIFYING INFORMATION: Disclosure of the information requested in this form by the Contractor is voluntary. However, falsifying could result in loss of contract and ban from other Government contracts.

PREVIOUS EXPERIENCE AT GATEHOUSE: (Dates, Location, Supervisor, Phone #):

OTHER WORK EXPERIENCE(S): (Attach resume for both persons with quote submittal):



Person #1:

Person #2

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NRRS/COMPUTER EXPERIENCE: (check all that apply)



Person #1

Person #2

Cash Register/Money Counting

☐☐

NRRS Software (ORMS, Field Mgr., Reservation System)

☐☐

General Computer Experience

☐☐

Other: _____

☐☐

Optional:

If providing a quote on more than one contract or location, you may list your preferred contract/locations below. However award will be made to the responsible contractor whose proposal is found to be most advantageous to the government, price and other factors considered.

1. _____

2. _____

SIGNATURES:

Person #1: _____

Person #2: _____

REQUEST FOR QUOTE (RFQ)
W912HN-17-Q-0005
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT
2017 PARK ATTENDANT INFORMATION FOR
HARTWELL LAKE

The NAICS code is **721211** with a small business size standard of **\$7.5M**. This solicitation document incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-91.

US Army Corps of Engineers – Savannah District
POC: Matthew Schoewe
Phone: (912) 652-5076
Email: matthew.m.schoewe@usace.army.mil
QUOTES DUE BY: 11:00 am (ET) on 28 November 2016

CONTRACTOR: _____

DUNS NO.: _____

CAGE CODE: _____

TAX ID NO.: _____

E-MAIL: _____

PHONE NO.: _____

DATE OF QUOTE: _____

Quote Prepared By:

(Printed Name and Title) (Signature)

The Contractor, by signing this document, understands and complies with the requirements listed in the Statement of Work (SOW) and shall provide equipment meeting or exceeding requirements.

NOTES TO OFFEROR

Note 1: Quotes shall meet the Technical Requirements to be eligible for an award. PARTIES INTERESTED IN RESPONDING TO THIS RFQ may submit their Quote in accordance with standard commercial practice (i.e. Quote form, letterhead, etc.) and MUST INCLUDE THE FOLLOWING INFORMATION: Solicitation number; offerors complete mailing and remittance addresses; discount terms, DUNS number, and Tax Identification Number. Any prospective awardee shall be registered and active in the SAM database prior to any award of a contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.acquisition.gov> or by calling 866-606-8220.

Note 2: All questions are to be directed no later than 11:00 a.m. Eastern time 4 days prior to quote due date to Matthew Schoewe at matthew.m.schoewe@usace.army.mil . Please courtesy copy, Mr. Bruce Helms at bruce.a.helms@usace.army.mil.

Note 3: The Taxpayer Identification Number may be used by the Government to collect and report on any delinquent amounts arising out of the contractor's relationship with the Government.

Note 4: The completed Offeror Representations and Certifications (FAR 52.204-8) or Notation that company is registered in SAM (<https://www.sam.gov>) must be submitted along with each Quote.

Note 5: This acquisition will utilize Simplified Procedures pursuant to FAR 13.1. Emailed quotes are the required method of submission.

Note 6: Quotes must ONLY be entered for each Park Attendant position in which you are interested.

Note 7: The Government will award one (1) Park Attendant position to each offeror(s).

Note 8: If offeror turns down an offer that a quote was provided for, they may not be eligible for another position under the same solicitation.

Note 9: The solicitation includes various clauses, one Statement of Work, and policies for Park Attendant positions. It is important that you review this information. For clarification of specifications, directions, and locations of the Park Attendant positions, contact: Natural Resource Specialist Tanya Grant at 706-856-0300, ext. 323 or Natural Resource Program Manager Scott Kelley at 706-856-0300, ext. 386.

Note 10: There is also information supplied in the Statement of Work regarding Surety Bond requirements for Park Attendant positions. Surety Bonds for Park Attendant positions must be submitted to this office before the commencement of work.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		124	Days		
	Watsadler Campground Park Attendant to provide gatehouse operations and campground oversight in accordance with the Statement of Work.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		110	Days		
	Springfield Campground Park Attendant to provide gatehouse operations and campground oversight in accordance with the Statement of Work.				
	FOB: Destination				

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

**US ARMY CORPS OF ENGINEERS
SAVANNAH DISTRICT
PARK ATTENDANT STATEMENT OF WORK
Technical Provisions
Hartwell Lake**

TP-T-01.1.0 GENERAL**TP-T-01.1.1 Campgrounds under Contract at Hartwell Lake to be filled under this Solicitation:****Contract List, Dates, days:**

Campground/Contract	Start Date	End Date	Work Days*
Springfield B	March 27, 2017	Oct. 31, 2017	110
Watsadler B	March 27, 2017	Nov. 30, 2017	124

*Includes training days.

TP-T-01.1.2 Age:

This contract will require two (2) adults, both 21 years of age or older, to be available during their shift.

TP-T-01.1.3 Scope of Work:

Services to be accomplished under this contract shall be in accordance with the Scope of Work in this contract and in the Park Attendant Handbook, provided during orientation.

TP-T-01.1.4 Ability:

Both individuals must be able to fulfill the requirements of the contract.

TP-T-01.1.5 Supplies:

The Park Attendants will be required to furnish all labor, equipment, fuel, transportation, cleaning and office supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract.

TP-T-01.1.6 Contracting Officer:

The term "Contracting Officer" means the person having authority to enter into, administer, or terminate contract and make related determinations and findings. Contracting officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract and safeguarding interests of the United States in its contractual relationships.

Note: None of the services required by this contract shall be subcontracted.

TP-T-01.1.7 Terms of Contract / Duty Hours:

The terms of the contract and duty hours are specified in TP-T-2.1: Scope of Work and TP-T-2.3: Schedule of Operation.

TP-T-01.1.8 Past Performance:

All contracts shall be awarded to the lowest priced, responsible, responsive contractor, with a responsibility determination made in accordance with Federal Acquisition Regulations (FAR) 9.1, and specifically 9.104-3(b) satisfactory performance record. Offerors shall submit with their quote, the following information to aid in the determination of responsibility:

(1) Location, Name, General Description (Scope of Work) of at least 2 to a maximum of five contracts for similar size; complete with monetary value, and completion date.

(2) If unable to comply with above, at least 2 to a maximum of five previous work related experience(s) within a similar industry (customer service, management, operations, etc.).

(3) Point of contacts (names and telephone numbers) for all submitted references, so individuals may be contacted for verification.

(4) Any supporting documentation detailing past performance within a similar industry, specific to skills in areas of customer service, gatehouse operations, computer experience, NRRS software experience (Park Suite, Field Manager, ORMS, ActiveWorks), cleaning ability / quality, management experience, financial experience, park operations, etc. Volunteer work can be included.

TP-T-1.2.1 PRE WORK ORIENTATION / TRAINING

TP-T-1.2.1 Orientation / Training Schedule:

All attendants shall attend a required pre-work orientation and computer training session. The orientation / training will establish the line of authority and government procedures for contractual, administrative, user fee collection, and other work related matters, including customer service and conflict management training. Orientation / training will begin at 9 a.m. and conclude no later than 4:30 p.m., with a one-hour lunch break, as indicated in the tables below. Attendants will be paid for orientation and training based on your quote.

All attendants must bring the following items to pre-work orientation:

- Bond (see section TP-T-1.5.4 Bonds)
- Proof of Insurance for motor vehicles (includes golf carts, etc.)
- Driver's License (copy of front and back)
- Doctor's clearance for work
- Signed Contract

Scheduled Training Days

Must attend all orientation/training days

CAMPGROUND	ORIENTATION	Days
Springfield B	Mar 27 – 30, 2017	4
Watsadler B	Mar 27 – 30, 2017	4

TP-T-1.2.2 End of Season Campground Closure and Check-Out

Attendant check-outs will be scheduled at the end of the contract period and based on attendant work schedules. Campgrounds close to public at 2 p.m. on last day of contract however attendant on duty should expect to remain in campground for complete shift which ends the following morning at 7 a.m.

Check-out procedures are as follows: Gatehouses should be left clean and all personal items should be removed. Computer equipment should remain hooked up. All campers should be checked out of the system. Attendants should create final deposit and have last financials envelope ready for pick-up. All equipment should be accounted for and the property release form should be signed. All keys should be returned along with the User Fee and Annual Pass books, log, and stickers. All these items are accountable property and must be returned to the appropriate government official.

TP-T-1.3.0 LIVING AREA & GATEHOUSE MAINTENANCE

TP-T-1.3.1 Authorized RV Unit:

The contractor shall furnish a factory-build, “self-contained,” recreational vehicle (RV) of the travel trailer or motor home type, to be in good working condition, to serve as temporary living quarters for the duration of the contract.

TP-T-1.3.2 Unauthorized RV Unit:

Pick-up shell-type campers, pop-up tent trailers, tents, mini-travel trailers, mobile homes, converted buses (professional/modern conversions may be approved), or other RV’s that do not meet requirements will not be acceptable.

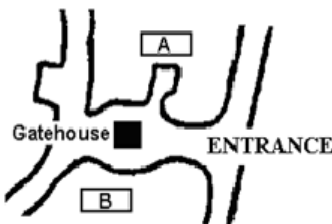
TP-T-1.3.3 RV Site:

The contractor shall maintain their RV site and gatehouse in a clean and sanitary condition at all times. Attendants shall leave the site in the same or better condition as when they arrived. One (1) full hook-up RV site/pad will be provided for each contractor at their location of work. Park attendants sites/pads will be designated by the COR or other authorized representative, based on contract letter awarded. If you have been awarded Contract “A”, you will reside on Pad “A”.

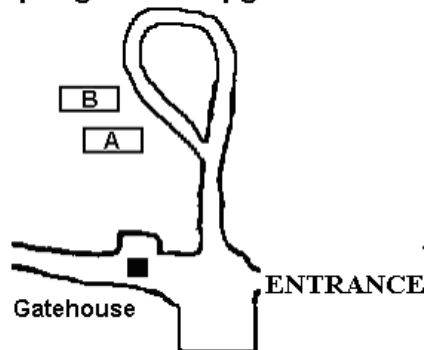
Note: *The contractor team shall be sole occupants of their site. Family members & friends will not live with or reside with the contractor.*

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Watsadler Campground



Springfield Campground



TP-T-1.3.4 Pets:

No livestock will be allowed on US Army Corps of Engineers property. Pets, as approved by the Government Representative, shall be on a leash no longer than six (6) feet in length or confined at all times. The keeping of pets inside or around the gatehouse is strictly prohibited.

TP-T-1.3.5 RV Personal Property:

No washers, dryers, deep freezers, refrigerators, or excessive personal items will be permitted around attendant’s site, in or around government provided storage sheds (if provided), or inside the gatehouse. In-ground gardens are not permitted.

TP-T-1.3.6 Government Property:

Gatehouses are Government property and must be treated as such. Items may not be placed on the walls, interior or exterior without approval. All personal items (radios, televisions, coffee machines, etc.) must be approved. No cooking appliances of any kind will be placed in or around the gatehouse. Personal satellite dishes or antennas, along with any exceptions to the items listed above, will not be installed on or around the gatehouse unless approved by the Chief Ranger, Recreation Section or his/her representative.

TP-T-1.3.7 Gatehouse:

The attendant will maintain the gatehouse building interior and exterior, including all computer equipment and cables, cleaning of floors, counters, light fixtures, interior walls, windows, eaves, restroom, exterior walls, walkways, sidewalks, etc. so as to maintain a clean and professional appearance for all customers. Attendants will police the immediate area of the gatehouse and entrance for litter.

TP-T-1.3.8 Supplies:

Attendants will furnish all cleaning and office supplies (pens, pencils, stapler, tape, sticky notes, etc.). Attendants shall furnish a hose and will be required to water plants, shrubs, and flowers and also remove weeds in the median and entrance areas. The cleaning of the gatehouse and maintenance of above mentioned ground areas shall be completed on a weekly basis.

TP-T-1.3.9 Internet Service:

Because NRRS ActiveWorks Field Manager software requires an internet connection, e-mail accounts, and all other internet related activities by gatehouse attendants will be limited to work-related use only. This policy will be strictly enforced; policy and rules will be covered during pre-work orientation. All attendants will be required to sign acknowledgement that they have been advised and understand the internet policy. Contracts may be terminated for inappropriate and / or unlawful use of government provided internet. Attendants are required to check government supplied email daily during scheduled work days.

TP-T-1.4.0 VISITORS**TP-T-1.4.1 Visitors:**

All visitors that wish to stay as guests of the attendant will be required to lodge in the attendant's RV (maximum of 14 days) or, if in their own campers or camping equipment, will be required to park at a campsite and pay the regular camping fee for that site. The attendant must also ensure that none of his / her guests, visitors, relatives, etc. remain for any prolonged period of time (5 minutes or more) within the gatehouse or immediate premises.

TP-T-1.4.2 Hook-up:

No visitors shall be allowed to use the attendant hook-ups at any time.

TP-T-1.4.3 Reserving Sites:

Attendants will not save any campsites for relatives, friends, acquaintances, or guests.

TP-T-1.4.4 Minors:

Specifically included in this restriction are minor dependents or visitors. No baby-sitting is allowed in or at the gatehouse.

TP-T-1.5.0 USER FEES**TP-T-1.5.1 Handling of Fees:**

All attendants will be required to handle user fees for reservations and point of sale items within the campground as directed by the Contracting Officer's Representative (COR) or his / her designated representative. Attendants will be required to mail deposits of all user fees collected to the National Recreation Reservation Service (NRRS), including the purchase of money orders or cashier's checks as needed on a weekly basis. Deposits will be created using the NRRS system and contractors will be expected to provide supporting documentation with deposits as required.

TP-T-1.5.2 Documentation:

Attendants will be required to prepare and submit all monies and appropriate documentation / paperwork to NRRS as well as a copy of all documentation, paperwork, and monies to approved locations. All attendants must retain a copy of all paperwork for their records for a minimum of 120 days after the completion of their contract. All attendants are responsible for the cost of envelopes, money orders / cashier's checks, postage, copies, etc., to send monies, paperwork, documentation, etc. to NRRS.

TP-T-1.5.3 Copies:

Specific guidelines concerning the collection and transmittal of fees are covered in the attendant handbook and will be addressed during orientation. Designated Corps representatives will pick-up copies of all financial paperwork while patrolling.

TP-T-1.5.4 Bonds:

Attendants must be fully bonded (Fidelity Bond) or insured to cover funds not received by the designated Government agency as provided for in the specifications. Attendant is required to furnish to the Government original proof of such bond. All contractors (person #1 & person #2) are required to be bonded for no less than \$5,000.00 for contracts with option years. The attendant will not begin work until proof of such bond has been furnished. Proof of bond must be provided to the Government no later than the day of orientation. The attendant has the option, instead of furnishing a surety or sureties on the bond, of the following:

Depositing certain United States bonds or notes in an amount equal to their par value to the penal sum of the bond;

Furnishing a certified or cashier's check, bank draft, post office money order, or currency, in an amount equal to the penal sum of the bond;

Furnishing an irrevocable, unconditional letter of credit.

These services are available through a local insurance company or bank. If unable to locate a source, please contact Campground Program Manager, Hartwell Lake, phone 1-888-893-0678, ext. 323 or Chief Ranger, Recreation at ext. 386.

TP-T-1.6.0 UNIFORM DRESS & PERSONAL APPEARANCE**TP-T-1.6.1 Uniform:**

Attendants shall provide long pants, shorts, or skirts khaki in color with a white uniform-type (collar required) button down long or short sleeve shirt or blouse. White polo type shirts are also acceptable. **No jeans will be allowed.** Any headgear worn by the contractor while on duty must be a baseball type cap that is red in color. Shoes shall be worn at all times and not consist of sandals, flip-flops, or open-toed shoes.

TP-T-1.6.2 Patches:

The Government will provide identification patches, a maximum of 10 per contract. It shall be the attendant's responsibility to sew/attach the patches to shirts, blouses, and hats. Shirt patches should be sewn on left shoulder sleeve and hat patches on front of hat above brim.

TP-T-1.6.3 Nametag:

All attendants shall wear Government furnished nametags while on duty. The desired name for the nametag will be collected at the orientation. The nametags shall be worn above the left shirt or blouse pocket if pin type or if name badge type may be worn around the neck with lanyard or clipped to shirt.

TP-T-1.6.4 Appearance:

All clothing shall be neat and clean so as to present a good image to our customers. The uniform shall be worn at all times during gatehouse hours, while attendants are on duty.

TP-T-1.7.0 ALCOHOL, WEAPONS, SMOKING

TP-T-1.7.1 Alcohol:

At no time is the attendant to possess or consume beer, wine, or other alcoholic beverages in the park while on or off duty.

TP-T-1.7.2 Weapons:

The contractors will **not** carry or possess firearms in the park (exception to this will be storage in RV of firearms used for hunting in approved areas). Objects that would be considered weapons will not be displayed as such at any time during the term of this contract.

TP-T-1.7.3 Smoking:

WILL NOT BE PERMITTED within the gatehouse or 10 feet immediately surrounding the entire gatehouse. Attendants are to be discrete if smoking. ***Violations of these provisions may result in immediate termination of contract.*** Smoking at park attendant campsite should be done in a way to not negatively impact or disturb park attendants on adjacent site. Cigarette butts must be disposed of properly.

TP-T-1.8.0 GOVERNMENT PROVIDED PROPERTY, UTILITIES, AND SUPPLIES

TP-T-1.8.1 Attendant RV Site:

The Government will designate and provide for the attendants a camping site with electrical, sewer, local telephone service, and potable water hook-ups. Occupancy of the site is limited to the attendant's recreational vehicle or camping unit, and personal vehicle(s) only. ***Attendant campsites will not be renovated or otherwise modified to accommodate a particular RV / camping unit.*** Existing sites are suitably sized to accommodate vehicles up to 35' or 40' in length.

TP-T-1.8.2 Telephone:

The Government shall provide one business line with telephone number. This line runs to both the gatehouse and attendant RV site(s). The Government is responsible for the monthly payments of the telephone bill. The Government shall provide a telephone in the gatehouse and a phone receptacle at the attendants RV site. The contractor shall provide a land line telephone for use in their RV while on duty. The contractor shall NOT accept collect calls or make personal long distance phone calls, (unless billed to a personal phone or calling card). The contractor will maintain a log of all long distance calls made. The log shall be submitted to the lake office upon request. All calls, local or long distance, shall be limited in time.

TP-T-1.8.3 Computer Equipment:

The Government will provide a computer, printer, credit card equipment, other necessary hardware supplies, and a portable radio at each gatehouse. The attendants will be held liable for all equipment and supplies issued by the Government that is lost, damaged, and/or misplaced due to carelessness or negligence. All such equipment will be signed for by attendants on a hand receipt. If a government answering machine is provided in gatehouse the attendant is responsible for checking & proper follow-up of all messages during their shift, as indicated on the work calendar handed out at orientation/training.

TP-T-1.9.0 PAYMENT

TP-T-1.9.1 Pay Request:

It is the responsibility of the contractor to ensure that the pay request for the month the work is performed is submitted to the Project Offices by the 15th of each month. Corps personnel may be authorized to pick-up the pay request invoice, upon approval of the Campground Program Manager or Chief Ranger, Recreation, for Hartwell Lake.

TP-T-1.9.2 Mailing Address:

The attendant shall furnish a mailing address to which proof of direct deposit payment remits and other necessary correspondence will be sent. It is the responsibility of the attendant to promptly notify the Chief Ranger or his/her authorized representative of any change in address. It is the responsibility of the park attendant to also update address or other changes in www.sam.gov or with the Savannah District Contracting Office if applicable. No personal mail shall be delivered to or accepted at the lake office.

TP-T-1.9.3 Payment:

Payment will be made only for actual number of days worked. Payment request may not exceed the daily-prorated amount of the contract (amount per day). For example, the amount of the request may not exceed the number of days worked during the month.

TP-T-1.9.4 Absences:

All absences must be approved in advance. The COR, Chief Ranger, or his/her authorized representative, should be given as much advanced notice as possible about anticipated absences. Absences approved for extenuating circumstances only. Contractors will not be paid for approved or unapproved absentee days. *An absence by any one or both of the attendants, without prior approval, is grounds for termination of the contract.*

TP-T-1.9.5 Final Payment:

Final Payment voucher will not be paid to the contractor until all funds are reconciled. Any shortage of funds may be deducted from the contractor's final payment.

TP-T-1.10.0 TERMINATION OF CONTRACT

TP-T-1.10.1 Contractor Failure:

Failure of the contractor to provide the items and complete services listed in the Contract Specifications, Scope of Work, and the Attendant Handbook will be grounds for termination. Actions unbecoming on the part of the contractor, in the opinion of the Government, will be grounds for immediate termination. These actions include, but are not limited to:

- Consumption of alcoholic beverages or intoxication, while on duty
- Use of illegal drugs or controlled substances

- Use of inappropriate sexual language, conduct, jokes, mannerisms, expressions, cursing or harassment of visitors, customers, other contract personnel, volunteers, or Corps of Engineers personnel
- Theft or misuse of supplies, permits, passes, etc.; or misuse of the computer and software
- Inappropriate or illegal use of Government provided internet services(s)
- Unwarranted physical contact with visitors, volunteers, contractors, or Corps of Engineers personnel
- Recurring verbal and/or written complaints from visitors, other contract personnel, and/or Corps of Engineers personnel for excessive control, harassment, rudeness, lack of cooperation, etc.
- Resistance to implementation of policies and programs, as directed by Operation Manager, or his/her authorized representative(s)
- Unauthorized possession or discharge of a firearm/weapon, while on duty
- Failure to by any provision in Title 36.327 Code of Federal Regulations
- Theft or improper accounting/handling of user fees collected
- Discrimination against customers, visitors, other contract personnel, Corps of Engineers Personnel, on the basis of race, color, religion, sex, national origin, marital status, disabilities, etc.
- Violations of public health and safety, including smoking in the gatehouse
- Failure to maintain a neat, clean, well-groomed personal appearance
- Inability to perform duties and job responsibilities in accordance with the Contract Specifications, Scope of Work, and Attendant Handbook

TP-T-1.10.2 Unforeseen Closure of Campground:

Contractors may be terminated if the Government determines campground attendant services are no longer needed due to unforeseen closures of campground or its major facilities (e.g.: beach, boat ramp, restroom, campground). Unforeseen closures may include, but are not limited to, closure resulting from budget constraints, management changes, natural disasters, floods, storm damage, infrastructure failure, and/or previously unknown safety hazards.

TP-T-1.10.3 Duty of Contractor to Finish Contract:

The contractor may not terminate this contract. Breach of contract and/or voluntary termination of contract without sufficient cause, or if the contractor fails to complete the contract through the specified term, the contractor is subject to re-procurement costs. The contractor's failure to comply with the contract specifications may be grounds for suspension or disbarment for a period of time, not to exceed three years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

TP-T-1.11.0 CAMPGROUND FACILITIES INVENTORY (See Appendix A)

TP-T-1.11.1 Renovations

Any renovations, upgrades, remodeling, additions to site/facilities, etc. that may occur at any time during this contract, will be acknowledged, in writing, and signed by both the Government and the Contractor. The Government will not consider any renovation, upgrade, remodel, and/or addition to site/facility as a valid condition or term for negotiating an increase in contract price.

TP-T-2.0 SCOPE OF WORK: GATEHOUSE

TP-T-2.1.1 4-Days-On / 4-Days Off:

Contractors at all Hartwell Lake Campgrounds will provide attendant services twenty-four hours a day, as directed on a rotating four-days-on / four-days-off schedule, which includes all weekends and Federal Holidays.

TP-T-2.1.2 24-Hours:

The twenty-four hour shift begins at 7 a.m. each morning and ends at 7 a.m. the following morning. Please refer to TP-T-2.3 Schedule of Operations, for specific campground gatehouse hours. A work schedule defining days on/off for each campground will be provided to all attendants at the pre-work orientation.

TP-T-2.1.3 Contractor Duties & Communication:

All contractors are responsible for ensuring that their work performance, or lack of, does not interfere with another contractor and their ability to effectively and productively fulfill their contractor obligations (i.e.: lack of properly entering data into computer, etc.). More specifically, all contractors at all Campgrounds at Hartwell are responsible for ensuring professional and effective communication with the other park attendant contractors working opposite shift at the same campground. This is to provide and ensure consistent operation of the gatehouse and campground. If a misunderstanding, disagreement, conflict, etc. should arise, it is the responsibility of both contractors to effectively and professionally try to resolve the issue in a quick manner. If a reasonable resolution cannot be reached by both parties, the COR or his/her authorized representative, should be notified as soon as possible. Failure to effectively communicate with the other campground contractor(s) may be grounds for termination of this contract.

TP-T-2.1.4 Email Communications

Email accounts will be established for all campground gatehouses. Email accounts will be used to communicate between the gatehouse and the Project Office. Contractors will receive updates on work orders and maintenance schedules, public service announcements, tip sheets and other non-emergency communications. Contractors will notify the Project Office of zero dollar deposits. Contractors will be required to check their email account once per shift.

TP-T-2.2 CAMPGROUND ENTRANCE GATE & LAW ENFORCEMENT

TP-T-2.2.1 Entrance Gates:

Attendants will unlock and open entrance gates every morning at 7 a.m. and close/lock the entrance gate at 10 p.m. Contractors will *immediately* open the park entrance gates to allow campers out of the area for emergencies and/or for those users who request to be let out of the campground. Contractor will also allow entry of emergency or law enforcement personnel at any time, including the hours the campground gate is closed and locked (10 p.m. – 7 a.m.). Contractors will also exercise good judgment when dealing with campers and gate closure hours. Campers are not to be told they cannot leave/enter because the gate is closed/closing. Specific policy and rules will be covered during the pre-work orientation sessions.

TP-T-2.2.2 Extended Gate Hours:

Extended gate hours will be required at times. Contractors may be required to keep the entrance gate open beyond 10 p.m. or open the gates before 7 a.m. for various events, such as sporting events, fireworks, and other special events.

TP-T-2.2.3 Logs:

A log of time and dates that law enforcement (contracted), ranger, and park attendant patrols are conducted through the campground must be kept and turned over to the lake office monthly or upon request. Park Attendants may also be required to fill out a life jacket loaner log and distribute life jackets.

Park Attendants may also be required to fill out a log for loaner 30/50 amp converters. Additional logs and tracking forms may also be added throughout contract season.

TP-T-2.2.4 Combination Locks:

Combination locks may be implemented either temporarily or permanently at campground entrance gates (with same operation hours as locked gates 10 p.m. and 7 a.m.). Contractors will be required to issue new lock combinations to registered campers on a regular basis according to project guidance, which will be issued at pre-work orientation.

TP-T-2.3 SCHEDULED HOURS OF OPERATION**TP-T-2.3.1 Gatehouse Hours of Operations:**

The hours of operation are in effect for all campground contracts managed by the US Army Corps of Engineers at the Hartwell Project. All contractors are responsible for proper execution of work and duties in accordance with the following specifications:

All gatehouse hours at Hartwell Lake Campgrounds are 8 a.m. – 10 p.m., 7 days a week.

TP-T-2.4 CAMPGROUND TOURS**TP-T-2.4.1 Tours / Log:**

Attendants will conduct rounds of the entire campground a minimum of 3 times per day. Vehicles, golf carts or scooters are permissible to complete these tours. A complete tour of the area includes checking all campsites, bathhouse(s), playgrounds, beach, and all other facilities, to determine if any maintenance issues have occurred or are developing, and to notify the lake office accordingly. During routine rounds, the attendant shall check for violations such as littering, vehicles parked on grass or off-campsite, pets off leash, lanterns hung on trees, dumping of black or gray water on or around sites, etc. All campground tours and findings will be recorded on a patrol log and made available to park rangers and lake office, upon request.

Additional tours/rounds may be necessary at times, for example (but not limited to), to inspect for maintenance issues or other complaints reported by campers or volunteers, overdue check-outs, storm damage, high water, etc.

TP-T-2.4.2 Reporting Violations:

Park Attendants will promptly report campground disturbances, violations of regulations and laws, instances of harassment, lack of cooperation, etc. to Rangers or local law enforcement, as appropriate. All major problems will be immediately reported to the lake office or Rangers on patrol. Rangers will handle each case on its own merits in accordance with professional training and discretion, and attendants will not attempt to direct, manipulate, undermine, oppose, or “second-guess” decisions made by the Ranger(s).

TP-T-2.4.3 Emergency Messages:

Attendants shall assist in the delivery of emergency messages to registered campers.

TP-T-2.5 PUBLIC RELATIONS & VISITOR ASSISTANCE**TP-T-2.5.1 Attendant Primary Role:**

Because park attendant contractors serve such a vital role for the Corps of Engineers campground program on the frontlines to the visiting public, the primary role of a Park Attendant is too quickly,

professionally, and courteously assist all visitors. Their secondary role is to tactfully and respectfully educate customers of the rules and regulations in an attempt to gain compliance.

TP-T-2.5.2 Attendant Conduct:

Contractors will not order, direct, rule and/or regulate enforcement personnel. Contractors will not argue with, threaten, harass, badger, etc. uncooperative customers, campers, or visitors. Contractors shall perform their duties with professionalism befitting a public servant and the US Army Corps of Engineers. Within the context of Corps policies and regulations, contractors will provide for the needs of our visiting public and act as public relations representatives for the US Army Corps of Engineers.

TP-T-2.5.3 Life Jacket Loaner Program:

Park Attendants may be required to conduct a life jacket loaner program from the gatehouse.

TP-T-2.6 CAMPSITE RESERVATIONS

TP-T-2.6.1 NRRS:

The National Recreation Reservation Service (NRRS) will provide advance campsite reservation services consisting of receiving reservation requests, bookings, collecting and processing campsite user fees, cancellations, refund requests, transmitting reservation information, help desk assistance, etc. on a daily basis to each individual campground. The contractor will perform specific duties daily to implement the reservation program at the individual campground. These duties include, but are not limited to the following:

- retrieving daily incoming/outgoing camper list
- maintaining current on-site records
- posting/un-posting reserved sites (if applicable)
- checking site availability
- when campground is full, contractor will post “Campground Full” signs at park entrance or on the highway directional signs (if applicable)
- when requested by park rangers or other office staff, will answer questions by phone or in person about site availability

TP-T-2.6.2 NRRS Software Program:

Specific duties involved in using NRRS software will be outlined in the NRRS Field Guide and will be covered in the pre-work orientation / training.

TP-T-2.6.3 Making Reservations:

Contractors will take walk-in and advanced campsite reservations on-site, unless otherwise directed by the COR or his/her authorized representative. Under no circumstances will contractor take advanced reservations over the phone unless otherwise directed by the COR or his/her authorized representative.

TP-T-2.7 GATEHOUSE OPERATION & FEE COLLECTION

TP-T-2.7.1 Gatehouse Duties:

During open gatehouse hours, contractor will collect required user fees, issue vehicle permits/passes, handout receipt copies, update all required data in NRRS software program, deposit monies into safe, and other required functions, as covered in the pre-work orientation / training.

TP-T-2.7.2 Manual Operation of Gatehouse:

Permits will be issued in accordance with NRRS data or manually using ENG 4457 Camping Permits (fee book) if NRRS system is unavailable for any reason.

TP-T-2.7.3 Gatehouse Closing Procedures:

Upon closing the gatehouse, windows must be closed and secured, blinds drawn and closed, lights off, computer disconnected from wall unit, and door(s) locked and secured. The campground gate will be unlocked at 7 a.m. and locked at 10 p.m. daily. The gatehouse will be staffed in accordance with section TP-T-2.3 *Scheduled Hours of Operations*.

TP-T-2.7.4 Change Fund:

Each contract is required to have a minimum of \$100.00 personal cash on hand (change fund) to be used for the purpose of making change for campers. Personal cash (other than change fund) **WILL NOT BE** intermingled with Government monies. Campers should be encouraged to use personal checks or credit cards to pay user fees, in order to reduce the amount of cash on hand.

TP-T-2.7.5 Brochures:

The contractor will distribute information (i.e. pamphlets, maps, brochures, Title 36 Rules & Regulations, etc.) to all campers upon registration as applicable. Contractor will verbally communicate visiting hours, camper pass system, and gate-close hours to all registered campers. All park users will be instructed to use developed facilities in accordance with applicable regulations and to park and operate vehicles and campers only on designated roads, pull-off, overflow, parking areas, etc.

TP-T-2.7.6 Complaints:

AT ALL TIMES, TACT, COURTESY, AND DIPLOMACY SHALL BE EXERCISED WHENEVER DEALING WITH THE PUBLIC. Repeated complaints from the general public concerning these requirements will be grounds for termination. Visitor complaints and suggestions for improving the campground shall be submitted to the lake office when received. Major complaints must be reported to the lake office as soon as possible.

TP-T-2.7.7 Recycling

Attendants will be required to place paper that can be recycled in a box designated for this purpose in the gatehouse. Rangers or volunteers will pick up boxes paper for recycling at regular intervals throughout the season.

TP-T-2.8 AUDITS & CUSTOMER CARE SURVEY

TP-T-2.8.1 Audits:

All contractors are subject to unannounced and unscheduled field audits of Government funds, property, computer transactions, change fund, and all fee collection records. In addition, an audit of the contractors' performance and compliance, as required by this contract, will also be conducted unannounced and unscheduled (i.e.: compliance to gatehouse hours of operation, uniform dress policy, Scope of Work, etc.). Any discrepancies may be grounds for termination of contract. The Chief Ranger and his/her authorized representative will conduct all audit(s).

TP-T-2.8.2 Survey Reports:

All contractors will assist in the Customer Comment Card Survey. Survey will consist of handing out comment cards to campers, collecting comment cards, logging all comment cards distributed at the campground, and turning all cards to the Hartwell Lake Office.

TP-T-2.9 ATTENDANT PERFORMANCE & EVALUATION

TP-T-2.9.1 Notification of Deficiencies:

Contractor shall be notified verbally and/or in writing of any serious or reoccurring minor deficiencies in service, as observed by the Contracting Officer, Contracting Office Representative, or authorized representative.

TP-T-2.9.2 Documentation of Deficiencies:

Written notifications and memorandums for record shall be prepared in triplicate by the Contracting Officer Representative or his/her authorized representative. The original will become a part of the contractor's permanent file at the Operation Manager's Office; a copy will be issued to the Attendant, and a copy will be forwarded to the Contracting Officer noted on the contract document.

TP-T-2.9.3 Correction of Deficiencies:

Upon receipt of notification of deficiency in service, contractor will immediately correct deficiencies and/or take steps to prevent reoccurrence of the deficiency.

TP-T-2.9.4 Deficiencies of Service:

The Contract Officer, upon receipt of any "Notification of Contract Deficiency" may terminate this contract. Termination will be based on the seriousness of the deficiency.

TP-T-20.0 OTHER CONTRACTS**TP-T-20.1 Grass Mowing:**

All grass mowing, generally between the months of April through November, shall be accomplished by other Government contracts.

TP-T-20.2 Maintenance Contracts:

Maintenance of campground facilities, to include mechanical and electrical, will also be performed by other Government contractors.

TP-T-21.0 ANTITERRORISM/OPERATIONS SECURITY**TP-T-21.1 Access and General Protection/Security Policy and Procedures:**

The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after the completion of the training.

TP-T-21.2 Pre-screen candidates using E-Verify Program

The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.

**US ARMY CORPS OF ENGINEERS
SAVANNAH DISTRICT
APPENDICES**

APPENDIX A: Campground Facilities Inventory and Maps

APPENDIX B: Campground Maps

APPENDIX C: Campground Statistics

APPENDIX A CAMPGROUND FACILITIES INVENTORY

Any renovation, upgrades, remodeling, additions to site/facilities, etc. that may occur at a campground during the period of this contract, will not be considered by the Government as valid conditions and/or terms for negotiation to increase price.

AREA: Springfield

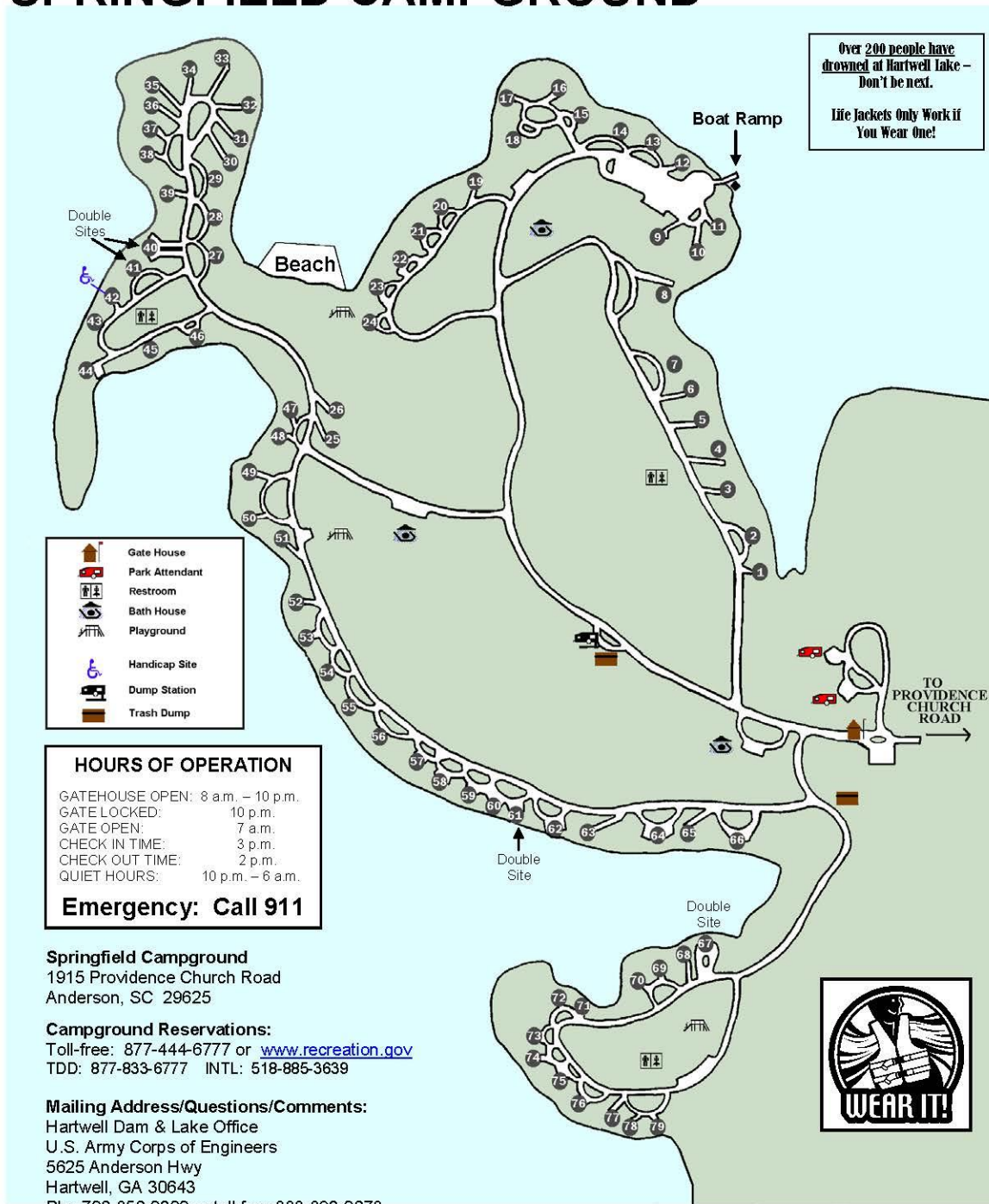
FACILITY TYPE:	Estimated Quantity:
Gatehouse	1
Camp Sites	79
Comfort Station	5
Group Camp Area	0
Pit / Vault Toilets	0
Play Ground	3
Beach	1
Group Picnic Shelter	0
Trails	0
Boat Ramp	1
Fish Cleaning Station	0
Dump Station	1
Courtesy Dock	1
Fishing Pier	0
Historical Site	0

AREA: Watsadler

FACILITY TYPE:	Estimated Quantity:
Gatehouse	1
Camp Sites	51
Comfort Station	3
Group Camp Area	0
Pit / Vault Toilets	0
Play Ground	2
Beach	0
Group Picnic Shelter	0
Trails	0
Boat Ramp	1
Fish Cleaning Station	0
Dump Station	1
Courtesy Dock	1
Fishing Pier	0
Historical Site	0

APPENDIX B HARTWELL CAMPGROUND MAPS

SPRINGFIELD CAMPGROUND



WATSADLER CAMPGROUND



HOURS OF OPERATION

GATEHOUSE OPEN: 8 a.m. – 10 p.m.
 GATE CLOSED: 10 p.m.
 GATE OPEN: 7 a.m.
 CHECK IN TIME: 3 p.m.
 CHECK OUT TIME: 2 p.m.
 QUIET HOURS: 10 p.m. – 6 a.m.

Emergency: Call 911



Watsadler Campground
 286 Watsadler Road
 Hartwell, Georgia 30643

Campground Reservations:
 Toll-free 877-444-6777 or
www.recreation.gov

TDD: 877-833-6777 INTL: 518-885-3639

Mailing Address/Questions/Comments:
 Hartwell Dam & Lake Office
 U.S. Army Corps of Engineers
 5625 Anderson Hwy
 Hartwell, Georgia 30643

Ph: 706-856-0300 or 888-893-0678
www.sas.usace.army.mil/lakes/hartwell/

APPENDIX C
CAMPGROUND STATISTICS
Average Campground Visitation

Hartwell Dam & Lake	FY 13
Coneross	12,719
Oconee Point	13,800
Springfield	38,393
Twin Lakes	56,222
Paynes Creek	9,203
Watsadler	21,498

Campground Revenue

Hartwell Dam & Lake	FY14	FY15
Coneross	\$128,175.00	\$146,426.00
Oconee Point	\$119,558.00	\$134,243.50
Springfield	\$190,636.50	\$210,358.50
Twin Lakes	\$333,631.00	\$346,793.00
Paynes Creek	\$55,349.00	\$60,908.00
Watsadler	\$144,701.00	\$159,759.50

Approximate Mileage between Campground and Closest Post Office (one-way)

Twin Lakes 5 Miles - Pendleton, SC
Watsadler 6 Miles - Hartwell, GA
Paynes Creek 12 Miles - Hartwell, GA

Coneross 6 Miles – Townville, SC
Springfield 14 Miles – Anderson, SC
Oconee Point 10 Miles – Townville, SC

Previous Award Quote Prices (per work day)

	2015		2016	
Hartwell Lake	Contract A	Contract B	Contract A	Contract B
Watsadler	\$90.00	\$90.00	\$90.00	\$110.00
Twin Lakes	\$105.00	\$120.00	\$100.00	\$104.00
Springfield	\$98.00	\$110.00	\$105.00	\$100.00
Oconee Point	\$110.00	\$115.00	\$110.00	\$110.00
Coneross	\$100.00	\$120.00	\$110.00	\$120.00
Paynes Creek	\$104.00	\$110.00	\$108.00	\$105.00

	2013		2014	
Hartwell Lake	Contract A	Contract B	Contract A	Contract B
Watsadler	\$90.00	\$75.50	\$90.00	\$90.00
Twin Lakes	\$105.00	\$104.00	\$102.00	\$130.00
Springfield	\$88.88	\$130.00	\$98.00	\$105.00
Oconee Point	\$124.90	\$105.00	\$110.00	\$110.00
Coneross	\$120.00	\$125.00	\$100.00	\$125.00
Paynes Creek	\$100.00	\$101.00	\$101.00	\$107.00

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 27-MAR-2017 TO 30-NOV-2017	N/A	HARTWELL PROJECT OFFICE KENNETH BEDENBAUGH HARTWELL LAKE 5625 ANDERSON HIGHWAY HARTWELL GA 30643-0278 706-856-0337 FOB: Destination	W912HN
0002	POP 27-MAR-2017 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912HN

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
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Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.249-12	Termination (Personal Services)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016

252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7003	Notification of Potential Safety Issues	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Oct 2015) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XX(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

XX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (49) 52.225-26, Contractors Performing Private Security Functions outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

XX (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (ix) 52.222-40, Notification of Employee Rights under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
 - (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
 - (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
 - (xv) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).
 - (xvi) 52.225-26, Contractors Performing Private Security Functions outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<https://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, (☐) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, (☐) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [☐] is, [☐] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [☐] is, [☐] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [☐] is, [☐] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (☐) has, (☐) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (☐) has, (☐) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (☐) has developed and has on file, (☐) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (☐) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," ``commercially available off-the-shelf (COTS) item," ``component," ``domestic end product," ``end product," ``foreign end product," ``Free Trade Agreement country," ``Free Trade Agreement country end product," ``Israeli end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":
Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20

percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

(☐) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(☐) Sole proprietorship;

(☐) Partnership;

(☐) Corporate entity (not tax-exempt);

(☐) Corporate entity (tax-exempt);

(☐) Government entity (Federal, State, or local);

(☐) Foreign government;

(☐) International organization per 26 CFR 1.6049-4;

(☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - _____.

TIN - _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation. The Offeror represents that--

(i) It [☐] is, [☐] is not an inverted domestic corporation; and

(ii) It [☐] is, [☐] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [☐] has or [☐] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: [☐] Yes or [☐] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [☐] is not [☐] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [☐] is not [☐] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [☐] is or [☐] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark ``Unknown").

Predecessor legal name: ____.

(Do not use a ``doing business as" name).

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.237-1	Site Visit	APR 1984
252.203-7996 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements - Representation (Deviation 2016-O0003)	OCT 2015
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<https://www.acquisition.gov/>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DEARS** (48 CFR Chapter **2**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The award will be made to the lowest priced quote. The Government will make an award to the lowest priced offeror who is deemed responsive, responsible, and whose price has been determined to be fair and reasonable.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)